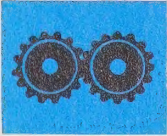


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UNIVERSITY OF CALIFORNIA



CIVIC CULTURAL CENTER
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Brea, California 92621
Telephone (714) 990-7600

November 13, 1981

Mr. Jack Leister
Head Librarian, IGS
University of California, Berkeley
109 Moses Hall
Berkeley, CA 94720

This is in response to your letter of November 6, 1981, wherein you requested a copy of the contract between the City of Brea and its consultant City Manager.

The contract provides for an individual who is retained to work on special projects of great community significance under the direction of the City Council. The title City Manager had been retained by the individual as a touchstone for both the private and the public community. To continue utilization of the title City Manager describes generally the status the consultant enjoys pursuant to the agreement. However, it should be pointed out that the City of Brea does have an individual entitled the Chief Administrative Officer who performs all the duties and responsibilities that traditionally accrue to a city manager. The Chief Administrative Officer is in fact the City Manager as defined by the City's Municipal Code, as well as the State Constitution and law.

If you have any questions regarding the system that the City of Brea has instituted, please do not hesitate to call.

Terrence L. Belanger
Chief Administrative Officer

TLB:kts

Enclosure

NOV 18 1961

AGREEMENT FOR MANAGEMENT SERVICES

UNIVERSITY OF CALIFORNIA

This agreement is entered into by and between CITY OF BREA, a municipal corporation ("City" hereinafter), BREA REDEVELOPMENT AGENCY, CITY OF BREA, CALIFORNIA ("Agency" hereinafter) and WAYNE D. WEDIN (hereinafter referred to as "Consultant").

W I T N E S S E T HA. Recitals.

(i) Consultant now is the chief executive employee of City and Agency, responsible for all of the administrative functions of both entities.

(ii) Consultant and City and Agency desire to limit the area of Consultant's said administrative functions while Consultant is afforded the opportunity to develop other clientele.

(iii) City and Agency are willing to so limit Consultant's functions and services to those entities while providing Consultant the business opportunities he seeks on the terms and conditions set forth herein and, specifically, with Consultant acting as an independent contractor to City and Agency.

B. Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective as of close of business on January 30, 1981, Consultant shall be deemed to have resigned and City and Agency shall be deemed to have simultaneously accepted Consultant's resignation as an employee of City and as an employee of Agency. Concomitantly, all of Consultant's accrued benefits convertible to monetary payments as of that time pursuant to City's and Agency's then effective Personnel Rules and Regulations, such as unused vacation time, shall be so converted and promptly paid by City and/or Agency to Consultant. Conversely, all of Consultant's accrual of entitlement to salary and benefits from City and Agency as an employee shall cease as of the time specified in this paragraph 1, including, but not limited to, workers' compensation insurance coverage and benefits, medical insurance coverage and benefits, disability plan coverage and benefits, Public Employee Retirement System contributions and third party liability protection related to Consultant's professional activities, whether or not on behalf of City and/or Agency.

2. Commencing on February 1, 1981 and continuing through and including the entire month of January, 1983, City and Agency shall and hereby do retain Consultant as an independent contractor to perform specific tasks on behalf of City and Agency specified in accordance with

paragraph 3 hereinbelow. In consideration thereof, Consultant shall be compensated for his services so performed as follows:

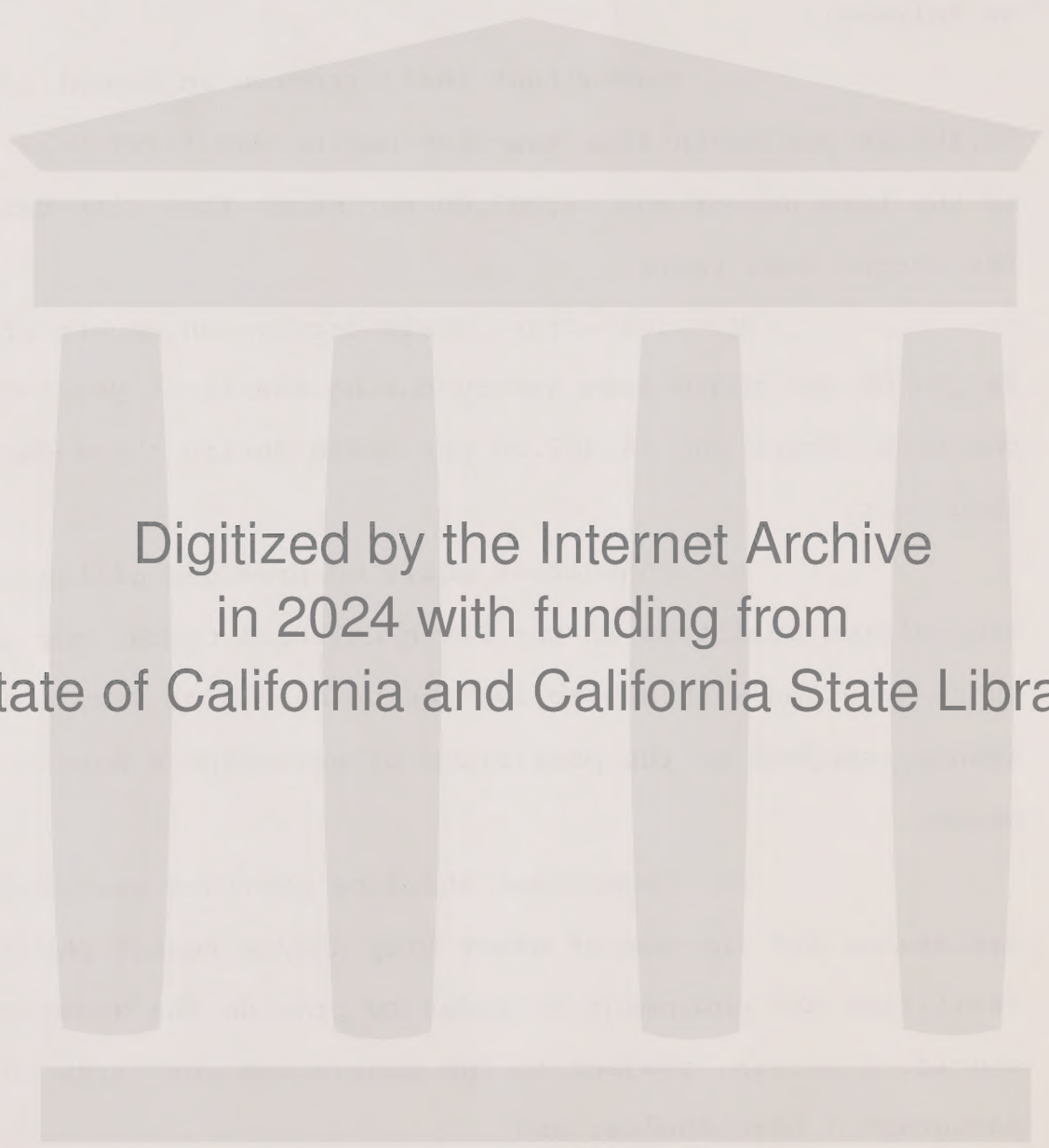
a. Consultant shall receive an amount of \$2,100.00 per month from the City during the first year of the term hereof and \$2,205.00 per month from City during the second such year;

b. Consultant shall receive an amount of \$4,150.00 per month from Agency during the first year of the term hereof and \$4,357.50 per month during the second such year;

c. Consultant shall be provided office space and related utilities in the Civic/Cultural Center for use in conjunction with his activities on behalf of City and Agency, subject to the provisions of paragraph 5 hereinbelow;

d. Consultant shall be provided secretarial assistance and the use of other City and/or Agency physical facilities and equipment in order to provide the services specified herein, subject to the provisions set forth in paragraph 7 hereinbelow; and

e. Consultant shall be reimbursed for out-of-pocket expenses incident to services performed on behalf of City or Agency, including professional activities, such



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as travel expenses, in the event Consultant is required to travel on behalf of City or Agency. If such travel is by automobile and outside of Orange and Los Angeles Counties, Consultant shall be reimbursed at the rate then paid to City department heads. Consultant shall not use City or Agency credit cards or other credit instruments and shall submit sufficient data to establish the occurrence of expenses for which he seeks reimbursement and the relationship thereof to services he provides pursuant to this agreement. Such data shall be submitted with statements presented for approval and payment by City's Council and Agency's Board.

Consultant shall present a statement for services rendered and expenses incurred both to City and Agency on a monthly basis and City and Agency shall pay the amount on said statement upon presentation or within a reasonable time.

3. Except as initially assigned in this agreement, Consultant's tasks to be performed on behalf of City and Agency shall be assigned by action of City's Council and Agency's Board and then shall be delineated in a writing supplied to Consultant by City's Mayor and Agency's Chairman. Neither City nor Agency shall act unreasonably or arbitrarily in making any such assignment. Any such tasks,

whether initially assigned herein or not, may be modified, withdrawn or added to from time to time in like manner. Consultant shall utilize his best efforts to timely complete such tasks. In that regard, Consultant shall devote a minimum of 90% of his normal working hours to such tasks during the first year of the term hereof and a minimum of 75% of his normal working hours to such tasks during the second year of the term hereof.

The specific tasks hereby initially assigned to Consultant include work necessary to secure a hotel to be located in an appropriate area of the City of Brea, the completion and placing into full operation of the Civic/Cultural Center in all its facets, provision for long-term financial planning for City and Agency, establishment of a nonprofit foundation to provide financial support to the activities of City and Agency, assistance on redevelopment projects now in process, assistance with completion of standards for development in hillside areas of City, availability to City's and Agency's professional consultants such as engineers and attorneys, whether related to occurrences and events prior to or during the term of this agreement, specifically delineated tasks related to City school district relationships, specifically delineated tasks related to major capital projects, consultation with City's and/or Agency's chief administrative officers on an as-needed

basis, specific tasks related to the provision of cable television services and other matters related to telecommunications and audio-visual services within the City of Brea, and attendance at legislative sessions, professional organizational meetings and City Council and Agency Board meetings as needed and directed.

With respect to the provision of services hereunder, Consultant shall be an independent contractor who shall solely determine when and what amount of time he shall devote to any particular task assigned by the City Council or the Agency.

Consultant shall supply to City's City Council and Agency's Board a monthly report delineating the tasks then in process which he is performing hereunder, his progress with respect to each such task and the then anticipated timeline in completing each such task.

4. Consultant shall supply to and seek information from City's Council and Agency's Board in a manner so that all members thereof are simultaneously informed of Consultant's activities, unless otherwise directed in writing by said Council or Board. If it is not practical for Consultant to do so in a given instance, Consultant shall transmit and/or receive such information from City's Mayor or Agency's Chairman. If the Mayor or Chairman is

then unavailable, Consultant shall transmit and/or receive such information from City's Mayor Pro tem or Agency's Vice Chairman. If the above-named officers are then unavailable, the exchange of information shall be between Consultant and any Council person or Agency member.

5. With respect to the use of office space, utilities and furnishings specified in subparagraph 2.c. above, Consultant shall indemnify City, Agency and their respective elected officials, officers, agents and employees and hold them, and each of them, harmless from any and all claims, demands, actions, causes of action and/or damages, and any and all court costs and/or attorneys' fees related thereto, in any way arising out of or connected with the use of those facilities by Consultant or his guests or business invitees, except for any such claim, demand, action, cause of action or damage solely caused by a negligent, reckless or intentional act or omission of one or more of City's or Agency's elected officials, officers, agents or employees other than Consultant. Further, Consultant shall provide to City and Agency and maintain during the term hereof third party liability insurance coverage with respect to the use of the facilities specified in subparagraph 2.c. above in amounts of coverage and on terms satisfactory to City's and Agency's legal counsel. At a minimum, such policy

shall name City, Agency and their elected officials, officers, agents and employees as additional insureds, and such policy shall provide primary coverage and shall not be modified or cancelled unless or until City and Agency have received at least thirty days' prior written notice of such modification or cancellation.

In further regard to Consultant's use of facilities specified in subparagraph 2.c. above, Consultant shall account to and reimburse City and/or Agency for any and all telephone toll charges incurred by Consultant in using said facilities or any other telephone included in the City's or Agency's telephone system other than in using any such telephone on behalf of City or Agency. Likewise, City and Agency shall supply Consultant letterhead and other business materials to be utilized by Consultant in providing services hereunder on behalf of City and/or Agency. Consultant shall supply his own letterhead and other materials in servicing any other clientele or in relation to any promotional activities with respect to any other clientele.

6. Commencing at the beginning of the term of this agreement, Consultant shall supply his own automobile, maintenance and gasoline therefor in providing services hereunder as well as services and promotional activities related to other clientele.

7. Agency and City shall use their best efforts to support Consultant in the completion of his assigned tasks. With respect to Consultant's secretarial assistance and use of other City and/or Agency facilities specified in subparagraph 2.d. above, Consultant shall be provided the same in coordination with other City and/or Agency needs and priorities to be agreed upon between Consultant and City's and Agency's then responsible chief executive officer. Any unresolved disagreement between such persons as to Consultant's use of secretarial assistance and/or facilities shall be resolved by the Mayor and/or Agency Chairman. Such resolution shall be reduced to writing with a copy thereof promptly supplied to Consultant, City's and Agency's chief executive officer and all members of City's Council and Agency's Board.

8. It is the intention of the parties that Consultant retain the title of City Manager of the City of Brea for the sole purpose of representing City in the accomplishment of assigned tasks and before professional organizations. Notwithstanding that fact, the functions, authority and responsibilities specified for a city manager in California Government Code Sections 34850 et seq., in Article V of Chapter 2 of the Brea City Code and in other City ordinances, resolutions, rules and regulations which are not included in the tasks delineated to be performed by

Consultant hereunder shall be assigned by City's Council to a City employee as of close of business on January 30, 1981. Such other employee shall be responsible therefor directly to City's Council and Agency's Board and not to Consultant.

9. Consultant may not assign this agreement in whole or in part without first obtaining the prior written consent of City and Agency provided that such an assignment to a partnership, corporation or other business entity in which Consultant possesses a controlling interest may occur so long as Consultant personally performs the tasks for City and Agency specified in this agreement.

10. This agreement may be terminated by any party hereto during the term hereof only for breach hereof.

11. Should any party hereto seek to enforce this agreement or any provision or provisions hereof in a court of law and prevail therein, that party shall be entitled to recover from the other party reasonable court costs and attorneys' fees as fixed by the court.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this agreement as of the dates set forth below opposite the name of each such party.

CITY OF BREA

Dated: Jan. 22, 1981 By Al L. Jay
Mayor

Dated: Jan. 22, 1981 By Santha S. Stome
City Clerk

BREA REDEVELOPMENT AGENCY,
CITY OF BREA, CALIFORNIA

Dated: Jan. 22 - 1981 By Al L. Jay
Chairman

Dated: Jan 28, 1981 By Wayne D. Wedin
Executive Director-Secretary

Dated: Jan 28, 1981 By Wayne D. Wedin
Wayne D. Wedin

WIFE'S CONSENT

I acknowledge that I have read the foregoing agreement and that I know its contents. I am aware that by its provisions, my husband is dealing with specific property rights, including property rights inherent in public employment, and including my community interest therein. I hereby consent to the agreement and approve its provisions.

Dated: 1-27-81

Doretta Wedin
Doretta Wedin



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